



AGREEMENT

Between

[REDACTED], a wholly owned subsidiary of [REDACTED]

And

[REDACTED]

[REDACTED]

SECURITY OFFICERS UNIT

October 1, 2015 to September 30, 2019

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble.....	1
1.0	Recognition.....	1
2.0	Union Security.....	1
3.0	Deduction of Union Dues from Wages.....	2
4.0	Management Rights.....	3
5.0	No Strikes, Stoppages, Slowdowns or Lockouts.....	3
6.0	No Discrimination.....	4
7.0	Seniority	4
8.0	Work Performed by Non-Bargaining Unit Personnel.....	8
9.0	Temporary Work Assignments.....	8
10.0	Grievance Handling.....	9
11.0	Grievance Procedure.....	11
12.0	Arbitration.....	12
13.0	Disciplinary Action.....	14
14.0	Right of Access.....	14
15.0	Bulletin Boards.....	14
16.0	Security Clearance.....	15
17.0	Safety and Health.....	15
18.0	Medical Plan, Dental Plan, Group Life Insurance Plans, Retirement Plans, Temporary Disability Insurance (TDI) and Workers Compensation (WC).....	15
19.0	Leaves of Absence	17
20.0	Jury Duty.....	19
21.0	Military Service.....	20
22.0	Bereavement Pay.....	20
23.0	Holidays	21
24.0	Vacation.....	22
25.0	Paid Absence Allowance.....	24
26.0	Hours of Work and Overtime.....	25
27.0	Wages.....	31
	Wage Rate Schedule.....	32
28.0	Category III Employees.....	32
29.0	Makaha Ridge/Kokee Transportation Allowance.....	34
30.0	Advisory Committee.....	34
31.0	Severance Pay.....	34
32.0	Meal Allowance.....	35
33.0	Successor Clause.....	35
34.0	Company-Provided Clothing, Foot Gear, and Laundry Services.....	36
35.0	Security Training.....	36
36.0	Manning.....	36
37.0	Special Duty Premium.....	36

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
38.0	Drug Free Work Place.....	37
39.0	Duration.....	37
Exhibit A	Authorization for Union Dues	
Exhibit B	Authorization for Service Fees	



PREAMBLE

This Agreement is made and entered into at Kauai, Hawaii, on the 1st day of October, 2015, by and between [REDACTED], a wholly owned subsidiary of [REDACTED] doing business on the PMRF Contract as a partner in the Manu Kai LLC, a joint venture between [REDACTED] and [REDACTED] a wholly owned subsidiary of [REDACTED] hereinafter referred to as the "Company" and the [REDACTED] hereinafter referred to as the "Union".

WITNESSETH:

1.0 Recognition

1.1 [REDACTED] a wholly owned subsidiary of [REDACTED] PMRF Contract recognizes [REDACTED] as the exclusive bargaining agent of all employees of the Company in the labor classifications listed in Article 27.0 of this Agreement at Barking Sands, Makaha Ridge, Mauna Kapu, Port Allen, Kokee Park Facility, Ford Island, and new or future locations in the PMRF Contract, excluding all labor classifications covered under the Main Unit Agreement; supervisory and professional employees as defined in the Labor Management Relations Act (LMRA), as amended; confidential employees and all employees represented by other Unions.

2.0 Union Security

2.1 Each present employee covered by this Agreement, and who is not a member of the Union, immediately following thirty (30) days after execution of this Agreement, as a condition of continued employment, shall become a member of the Union.

2.2 All other employees hired after the execution of the Agreement shall, immediately following thirty (30) calendar days after their date of hire, or effective date of this Agreement, whichever is later, become members of the Union as a condition of continued employment, provided that nothing herein shall be interpreted to cause a violation of the Labor Management Relations Act (LMRA), as amended, or any other applicable law.

2.3 All new employees covered by this Agreement will be provided with a copy of this Agreement on their date of hire. All employees hired before the effective date of the Agreement will be provided with a copy of the new Agreement upon request. The Union will supply the Company with copies of the Agreement for distribution to the employees.

2.4 The Company will provide the Union with a spreadsheet listing all bargaining unit employees for the month that will include name, position, classification,

status and wage rate. The spreadsheet will be delivered to the Union by the 15th of the following month.

2.5 The Company will provide the Union with a listing, by name, job classification and assigned section, of Category III employees who work twenty (20) or more hours a month. The listing will be delivered to the Union by the 15th of the following month.

3.0 Deduction of Union Dues from Wages

3.1 The Company agrees to deduct from the wages of its employees as requested in writing, all initiation fees, dues, assessments and other deductions stipulated by the Union and to transmit the money so deducted to the Union as hereinafter provided. Any employee authorizing such deductions may sign a proper form, set forth in Exhibit A for full-time employees and Exhibit B for Category III employees, authorizing such employee's pay deductions. Such a written authorization may be revoked by the employee by written notice to the Company and the Union during the ten (10) day period prior to the end of any such applicable yearly period or during the ten (10) day period prior to the termination date of any applicable collective bargaining agreement, whichever occurs sooner. In the absence of such notice of revocation, the authorization shall be renewed for an additional yearly period, or until the end of the collective bargaining agreement, whichever occurs sooner. Such deduction shall be made on a biweekly basis.

3.2 In case any employee does not have the total amount of any deductions due the employee on any payroll from which deductions are made, the deduction shall be made out of the next succeeding payroll upon which such employee has the total amount due. It is agreed that authorized deductions for government taxes and for the purpose of paying indebtedness to the Company, garnishments and deductions required by law to be made by the Company shall have priority over deductions for Union dues.

3.3 The total amount of any such deduction shall be promptly transmitted monthly by the Company to the Union by electronic funds transfer or check drawn to the order of the Union. Upon the issue of such payment and the transmission of same to the Business Manager of said Union, all responsibility on the part of the Company shall cease with respect to any amount so deducted. The Company shall not be bound in any manner to see to the application of the proceeds of any such payment, nor to investigate the authority of any designated officer of said Union to sign any request, to accept any such payment or to collect the same. The Union hereby undertakes to indemnify and hold blameless the Company from any claim that may be made upon it for or on account of any such deduction from wages of any employee.

The Company will provide the Union an electronic list to reconcile the deducted union dues for each month no later than the 15th of the following month. The list will include the applicable pay period, employee's name, employee number, hours of paid time, and the amount of dues deducted for the applicable pay period.

4.0 Management Rights

4.1 Except as specifically limited by this Agreement, all management rights, powers and authority possessed by the Company prior to the execution of this Agreement are retained by the Company.

4.2 The Company shall have full and exclusive right of management of the business, including but not limited to, the direction of work force, the right to plan, direct and control all business operations, assignment of duties, scheduling of all hours of work, right to hire, promote, demote and transfer employees, to discipline, suspend or discharge for cause (such as for insubordination, drunkenness, incompetence, dishonesty or failure to perform work as required, or to observe the employer's safety rules and house rules or violation of the terms of this Agreement), to classify, RIF or relieve them from duties, change or eliminate existing jobs or to create new jobs, establish rules of conduct and to maintain efficiency of employees; except as specifically limited by this Agreement.

4.3 The foregoing enumeration of the Company's rights shall not be deemed to exclude other pre-existing rights which do not conflict with the provisions of this Agreement, and nothing in this article shall be deemed to limit the Company in the exercise of customary and recognized functions and prerogatives of management.

5.0 No Strikes, Stoppages, Slowdowns or Lockouts

5.1 It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Navy and the various missions of the Pacific Missile Range Facility, and that efficient and uninterrupted service must be furnished to those agencies who have need of and make use of the capabilities and experience of PMRF. Therefore, the parties hereto agree that during the term of this Agreement:

5.1.1 The procedure provided for herein for the settlement of grievances shall serve as a means of peaceful settlement of all disputes that may arise between them.

5.1.2 The parties hereto further agree that during the term of this Agreement, any past, existing or future custom or practice of the Company or the Union to the contrary notwithstanding, there shall be no lockout by the Company nor any strike, sit-down, refusal to work, stoppage of work, slowdown, retardation of work or picketing of the Company on the part of the Union or its representatives or on the part of any employee covered by the terms of this Agreement.

6.0 No Discrimination

6.1 The Company and the Union agree that neither party will discriminate against any employee because of race, religion, color, creed, citizenship, national origin, age, sex, disability, US Veteran status, gender identity, sexual orientation and union membership. This is in accordance with the Civil Rights Act of 1964, Executive Order 11246, Executive Order 13672, the Rehabilitation Act of 1973, the Immigration Reform and Control Act of 1986, and the Vietnam Era Veteran's Readjustment Act of 1974, National Labor Relations Act, the Americans with Disabilities Act (ADA) of 1990, and Company policy. The Company shall not discriminate against any employee because of the employee's membership in the Union or for legitimate Union activity; provided, however, that such activity shall not be conducted during working hours, or interfere with the conduct of the Company's operations or in violation of this Agreement. The Union agrees for itself and its members that neither it, its representative, nor members will attempt to intimidate or coerce any employee of the Company for the purpose of compelling any employee to join the Union.

7.0 Seniority

7.1 General:

7.1.1 "Seniority", as used herein, is that status accrued by length of service at PMRF.

7.1.2 For purpose of promotion, transfer, reduction in force (RIF) and recall, employees covered by this Agreement, shall use as their seniority date, their last date of hire covering continuous bargaining unit service at PMRF.

7.1.3 If two (2) or more employees are hired on the same day, the last four digits of their social security numbers shall then be used for purposes of RIF, recall and promotion, i.e., if two (2) employees have the same seniority date, the employee who has the lowest number as represented by the last four digits of the employee's social security number shall be considered to be the most senior of the employees hired on the same day.

7.1.4 Operational Support

7.1.4.1 Recognizing that qualified, well trained personnel are in limited supply on the Island of Kauai, the Union and the Company agree that cross-training and cross-utilization promotes the efficiency and effectiveness of the operation and shall be utilized whenever and wherever practicable.

7.1.4.2 A cooperative effort between the Company and the Union shall exist to define job requirements and create job descriptions. Job Descriptions: A team consisting of up to two union and Company representatives shall discuss and review new and/or

revised job descriptions in accordance with the terms and conditions of the contract with the Government. The process will be completed within eight (8) business days after the receipt of the job description by both union representatives.

7.1.4.3 Training will be based on functional requirements. Personnel will be considered based on workload, prerequisite qualification and seniority. While seniority will be seriously considered it is the goal of management to equalize training opportunities as much as possible so that all persons in a labor classification are fully qualified to ensure maximum capability to respond to customer/mission requirements.

7.2 Probationary:

7.2.1 The first ninety (90) calendar days of employment by newly hired persons shall be considered probationary. The retention of these persons during this period shall be entirely within the discretion of the Company. Seniority rights shall be granted those individuals completing the probationary period. The seniority date shall be retroactive to the most recent date of hire.

7.2.2 There shall be no probationary period requirement for employees of the incumbent contractor who go to work for a successor company on the PMRF contract as long as they are currently active employees with the incumbent contractor or on lay-off and have not lost their seniority as detailed in Article 7.3.1 of this Agreement.

7.3 Loss of Seniority:

7.3.1 An employee's seniority shall be considered broken and his/her employment terminated by one (1) of the following events:

- (a) The employee's voluntary resignation from the Company.
- (b) The employee's proper discharge by the Company.
- (c) Reduction in force for twenty-four (24) consecutive months.
- (d) Failure to advise the Company of acceptance of the employee's recall within seventy-two (72) hours after receipt of recall notice, or failure to report for work within two (2) weeks after receipt of the certified mail, restricted delivery, return receipt requested recall notice.
- (e) Failure to report to work for three (3) scheduled workdays without a reasonable explanation satisfactory to the Company.
- (f) Failure to return to work at the expiration of a leave of absence, unless satisfactory cause is furnished for such failure.

7.3.2 As referred to in Article 7.0 and elsewhere in this Agreement "continuous service" and "in service at PMRF", for which seniority shall not be broken and shall continue to accrue, include the following:

- (a) All paid time off.
- (b) All leaves of absence without pay of not more than five (5) continuous workdays.
- (c) All reductions in force for up to twenty-four (24) continuous months.

7.4 Job Vacancies:

7.4.1 When job vacancies covered by this Agreement occur, notice of such job vacancies, indicating a summary of the scope of the job, will be posted on the Company's bulletin board for five (5) working days prior to being filled from normal recruiting sources. Employees who desire to be considered for such vacancies shall so designate their interest by completing the online application. All eligible employees, who have applied, will be considered in filling such vacancies, but any employee who fails to apply for such vacancies may not claim to be aggrieved when the vacancy is filled. In making promotions to fill job vacancies, the Company will consider the relevant factors such as: Ability, education, work experience, job knowledge, past performance, physical and mental fitness to perform the essential functions of the job with or without reasonable accommodations, safety record, attendance record and security clearance status. Where all of the aforementioned relevant factors are substantially equal, seniority shall prevail. Upon written request from an employee who properly applied, but who was not selected for a job vacancy, the Company will provide a written summary of the reason(s) for non-selection. It is agreed, however, that Company retains the exclusive right to make job vacancy selection decisions.

7.4.2 An employee may not apply for a lower or lateral classification unless he/she has been in his/her current classification for a period of at least six (6) months.

7.4.3 When an employee has been reclassified through the job vacancy procedure, the employee shall be allowed a maximum of sixty (60) calendar days in which to demonstrate their ability. If the employee is unable to perform to the standards for the position, the employee shall be returned to their former job classification and rate.

7.5 Reduction in Force (RIF):

7.5.1 The Company shall notify the Union and the affected employees as soon as the facts are known to the Company of an upcoming layoff, but not less than two (2) weeks' notice. The Company shall provide the Union with a list of names of the affected employees and their associated labor classifications. The employee shall be notified by the Company in writing of their pending RIF. The Company may choose to mail RIF notices or hand deliver RIF notices to employees during working hours. For notices

delivered by hand, the employee must sign a receipt acknowledging that he/she received the RIF notice.

7.5.2 The employee who is displaced by a reduction in force shall have the right to displace an employee with less seniority in any labor classification of any section, provided the employee has the skill, ability and experience to perform the work required.

7.5.3 It is recognized that applying straight seniority in a RIF situation is not practical in all situations, and it may be necessary to deviate by mutual agreement in order to retain or recall employees of exceptional qualifications or who may be considered essential because of the nature of the operations involved.

7.5.3.1 It is understood in the application that the above employees may be given up to 60 days to demonstrate their ability. Under the right of displacement it is the Company's intent to ensure fair, equitable and reasonable treatment of all personnel affected by the bumping process.

7.5.4 If an employee exercises displacement, the employee will be paid at his/her original rate for 60 days; i.e., from the time of notification of RIF the employee's rate will be red circled for 60 days if the employee continues to work in his/her original position or displaces another employee within the 60 day period.

7.5.5 In the application of Article 7.5, it is understood that within each series the least senior employee shall be the first affected.

7.5.6 In the event of a reduction in force (RIF) under Article 7.5, a RIF'd employee of one company may displace an employee of the other company in accordance with Article 7.5. Upon transfer, the transferring employee shall become an employee of the other company and be subject to the benefits in the CBA for that Company.

7.6 Transfer:

7.6.1 Employees who are promoted or transferred to a classification within the Company, but outside the bargaining unit, shall retain the employee's accrued bargaining unit seniority for a period of two (2) years, but will cease to accumulate additional bargaining unit seniority. In the event of a RIF, or demotion from such job, the employee shall be able to return to the bargaining unit and exercise the seniority rights earned while formerly in the bargaining unit.

7.7 Recall:

7.7.1 The Company will rely upon the last address of an employee as shown in the Company records. Employees shall notify the Company promptly of any change of address and accept receipt thereof. In case of a dispute, the employee must produce his/her receipt of notice of change of address from the Company, and failure to produce

such receipt will result in no financial obligation on the part of the Company for any loss of wages to the employee. When it is necessary to recall an employee, the Company shall recall the employee with the greatest seniority who has the skill, ability, and experience to perform such work. Recall will be by certified mail, restricted delivery, return receipt requested. If the employee fails to properly accept the letter, he/she will automatically forfeit their recall rights.

8.0 Work Performed by Non-Bargaining Unit Personnel

8.1 Non-bargaining unit personnel of the Company will not ordinarily perform work performed by the employees in the bargaining unit. However, bargaining unit work may be performed by non-bargaining unit personnel under the following conditions:

8.1.1 Instruction and training.

8.1.2 In emergency or unforeseen circumstances beyond the Company's control.

8.1.3 In order to prevent injury to employees or damage to Company property or equipment.

9.0 Temporary Work Assignment

9.1 In order to provide maximum stability to insure the even flow of operations, the security of all employees, and minimize the possibility of layoffs, the Company may temporarily assign employees to areas within such employee's section, and where not possible, temporarily assign employees to other departments within the Company as the workload dictates. No employee will be forced into working in a hazardous area.

9.1.1 Whenever any temporary assignment is required in a given classification, it will be the policy an intent of the Company to offer that assignment to those qualified employees, by seniority, desiring to work that assignment. However, in the event no qualified employee desires to work the assignment, it shall be the prerogative of the Company to require a qualified employee to perform that assignment. A temporary assignment is three (3) consecutive workdays or more until the temporary assignment ends. There is no obligation on the Company's part to fill a temporary assignment.

9.2 Employees temporarily assigned to Sergeant, Lieutenant, or Captain will be paid the minimum hourly rate for which they would be entitled were they permanently assigned to the position, for all hours worked in such temporary assignments.

9.3 When a bargaining unit employee is temporarily assigned by management to perform supervisory job duties, he/she shall receive a _____ per hour premium for all hours performing supervisory duties.



10.0 Grievance Handling

10.1 Representation through Shop Stewards

10.1.1 For the purpose of processing grievances, the Company shall recognize three (3) shop stewards one (1) per shift. The stewards shall be employees of the Company and shall be appointed by the Union. However, the Company shall have an opportunity to discuss steward appointments through the Company/Union Advisory Committee (see Article 30.0). The local Union office shall provide, to the appropriate Company representative, a list, in writing of the names of the stewards and their assigned areas of responsibility together with the names of members holding selective positions. Such lists shall be furnished on a current basis.

10.1.2 Stewards may, provided proper permission from their supervisor has been granted, be excused from their duties for the purpose of presenting a request concerning this Agreement, complaint or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.

10.2 Scope of Steward's Activities:

10.2.1 The scope of the steward's activities shall be limited to the following functions:

- (a) To consult with an employee or employees regarding the presentation of a request, complaint or grievance concerning the Agreement which the employees desire the Stewards to present.
- (b) To investigate a complaint or grievance of record before presentation to the appropriate supervisor.
- (c) To present a request, complaint or grievance concerning this Agreement to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- (d) To meet by appointment with an appropriate manager or other designated representative of the Company, when necessary, to address grievances in accordance with Article 11.0, Grievance Procedure, of this Agreement.

10.2.2 Requests of this nature shall be limited to those circumstances which require the steward's prompt and direct attention and shall be exercised reasonably so as to not interfere with the normal conduct of the Company's operations.

10.2.3 When stewards are required to be away from their regular duties in accordance with the above provisions, the procedures outlined below shall be followed:

- (a) The stewards will obtain permission from their supervisor whenever they must leave their assigned job. If necessary, the stewards shall remain at their regular work until a reasonable time is afforded to provide a substitute in their place. All reasonable requests of this nature shall be given due consideration and the Company agrees that permission shall not be capriciously denied.
- (b) When entering the area of another supervisor's responsibility, the stewards shall contact the appropriate supervisor before attempting to contact any employee.
- (c) It is agreed by the Company and the Union that the preparation of grievances and investigation of complaints and grievances, as provided for in this article, shall be accomplished expeditiously and efficiently in a minimum amount of time. It is further agreed that these activities shall not be performed in such a manner which may adversely affect safety, security, operations, performance or commitments to the customer.

10.2.4 It is agreed by the Company and the Union to conduct one (1) monthly Company-Shop Stewards meeting which will be held no later than the fourth Thursday of each month. The date of the meeting can be changed by mutual agreement of the Company and the Union. The following criteria shall be observed:

- (a) Personnel generally in attendance shall include:
 - (1) Company Human Resources Manager or designee
 - (2) Union Business Representative or designee
 - (3) Shop Stewards
 - (4) Other members of management, as required
- (b) Meetings, unless otherwise mutually agreed upon, shall commence no later than 1300 hours and shall last a maximum of three (3) hours.
- (c) Discussion items shall be conducted following an open agenda.
- (d) Supervisors shall be notified no later than the at least one (1) week in advance that such a meeting is scheduled to afford a maximum number of Shop Stewards reasonable time to attend the meeting.
- (e) The Company agrees to take, prepare and disseminate minutes to attendees.

11.0 Grievance Procedure

11.1 General Provisions:

11.1.1 It is the intent of the parties to this Agreement that the procedure provided herein for the settlement of grievances shall serve as a means for peaceful settlement of all disputes that may arise between them as to the application or interpretation of the provisions of this Agreement.

11.1.2 Grievances are to be presented and considered in accordance with the terms of this Agreement.

11.1.3 There shall be no responsibility of the Company to make an adjustment on any grievance unless it is submitted within fifteen (15) working days after the occurrence giving rise to it; otherwise, it shall be waived. No claims, excluding claims for back wages, by an employee covered by this Agreement, against the Company shall be valid for a period of thirty (30) calendar days prior to the date of filing such grievance, or the date on which the grievance arose, whichever filing is most recent. The Company's liability for underpayment of wages will not exceed three (3) years.

11.1.4 It is understood that the time limits specified herein may be extended by mutual agreement of the parties hereto.

11.1.5 Prior to a request or complaint being considered a formal grievance and reduced to writing, an employee and/or shop steward shall first discuss the employee's request or complaint with the employee's appropriate immediate supervisor and department manager in an effort to arrive at a settlement.

11.1.6 The following procedures will be followed for the handling of grievances:

Step I

- A. An employee having a formal grievance shall present such grievance in writing through their Union Representative to the Human Resources Manager and Program Manager, within fifteen (15) working days after the occurrence. Such written grievance shall set forth a statement of the grievance, the facts on which it is based, the date of the occurrence, the specific article or articles of the Agreement allegedly violated and the remedy or correction requested. The Human Resources Manager and Program Manager shall meet with the Union Representative within five (5) working days to endeavor to arrive at a satisfactory adjustment of the grievance. The Human Resources Manager and Program Manager will render a decision within five (5) working days of the meeting.

Step II

- A. If the Human Resources Manager and Program Manager's written decision rendered in Step I hereof is not satisfactory or is not rendered within five (5) working days of the Step I meeting, the grievance may then be appealed in writing to the appropriate Corporate Staff Representative, provided such appeal is filed no later than five (5) working days after receipt of the Human Resources Manager and Program Manager's written decision rendered in Step I hereof, or the last day on which such decision was due, whichever is sooner, otherwise such decision shall be final and the employee shall have no further recourse. The Corporate Staff Representative will meet (in person or via telephone conference call) within five (5) working days to endeavor to arrive at a satisfactory resolution of the grievance.
 - B. The Corporate Staff Representative, or designee shall render a decision in writing within five (5) working days.
 - C. If any grievance arising out of interpretation or alleged violation of the terms and conditions of this Agreement is properly processed according to the grievance procedure herein established, and no satisfactory adjustment or settlement is reached, such grievance may then be appealed to arbitration as provided in the Agreement, provided such written notice of appeal is filed by the Union with the Company's Human Resources Manager no later than fifteen (15) workdays after receipt by the Union Representative of the decision rendered in Step II of the grievance procedure, or the last day on which such decision was due, whichever is sooner, otherwise such decision shall be final and the employee shall have no further recourse.
 - D. It is understood that the time limits specified herein may be extended by mutual agreement of the parties hereto.
- 11.1.7 If the Company and the Union mutually agree, the parties may use mediation in an attempt to resolve a grievance. The Company and Union will share all the costs of the mediator equally, and will attempt to seek mediation and resolution as quickly as reasonably possible.

12.0 Arbitration

12.1 It is agreed that only grievances involving the interpretation and application of this Agreement may be submitted to arbitration. No such grievance shall be presented for arbitration until all steps of the Grievance Procedure have been utilized unless mutually agreed to in writing by the Union and the Company. All such grievances shall be considered finally settled and not subject to arbitration unless either party (the Union or the Company) first serves written notice of intention to arbitrate upon the other

party during the first fifteen (15) working days after the end of Step II of the grievance procedure.

12.2 Within seven (7) calendar days after written notice of intention to arbitrate has been served, the Business Representative of the Union or a designated Representative, and the Company's Human Resources Manager, or a designated representative, shall meet to prepare a submission agreement stating the issue or issues to be submitted to the arbitrator and the relief sought. Should they not be able to agree on the submission statement, both the Union and the Company shall submit their submission statement to the arbitrator for a decision. They shall also meet during these seven (7) calendar days for the purpose of agreeing upon an arbitrator. If agreement on selection of an arbitrator cannot be reached, each party shall select one from a list of five (5) to be submitted by the Federal Mediation and Conciliation Services or the American Arbitration Association, by alternately striking names from the list and the remaining arbitrator shall be appointed.

12.3 The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement and shall confine the decision to the issue or issues submitted as defined and described by the submission agreement. The arbitrator shall be bound entirely by the record presented in the form of evidence and argument.

12.4 In any case of discharge or disciplinary suspension where the arbitrator finds that such discharge or suspension was improper or excessive, such discharge or suspension may be set aside, reduced or otherwise changed by the arbitrator.

12.5 If the penalty is set aside, reduced or otherwise changed, the arbitrator, at his/her discretion, may award back pay to compensate the employee, wholly or partially, for any wages lost because of penalty. If a back pay award is made, wages received from other employers, or any funds received as unemployment compensation while the penalty was in effect, shall be deducted by the arbitrator in determining the amount of the award.

12.6 The arbitrator shall render his/her decision and the award shall be signed by the arbitrator and copies of the award shall be delivered or mailed to each party.

12.7 There shall be no appeal to the arbitrator's decision, which shall be final and binding on the Union and its members, the employee or employees covered by this Agreement and the Company.

12.8 All fees and expenses of the arbitration shall be borne equally by the Union and the Company. Each party shall bear the expense of the presentation of its own case.

13.0 Disciplinary Action

13.1 Disciplinary action shall be administered in accordance with Company policies, where deemed necessary. The above should not be deemed a surrender by the Union, to any extent, of its right, at a later time, to challenge any rule and/or the alleged breach thereof through the grievance/arbitration provisions and procedures contained in the CBA, on the ground that any such rule violates the CBA, is discriminatory, and/or that any disciplinary action based thereon was without cause and inappropriate.

13.2 The Company will consider reprimands or disciplinary actions against an employee as cleared from his record after a twelve (12) month period from the date of issuance, provided that there have been no further infractions during that period. The employee's record may be cleared earlier, when in the judgment of the Company, the employee's past service record warrants such action.

13.3 An employee is entitled to Union representation whenever the employee, the Union, or management believes that there is sufficient basis to issue discipline, suspend or terminate the employee and has summoned such employee to explain the employee's behavior or conduct. When it is necessary for the Company to take immediate action, the Union will be notified as soon as practical.

14.0 Right of Access

14.1 Subject to existing security regulations, the Business Manager or other authorized Business Representative of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the Grievance Procedure, and ascertaining whether or not this Agreement is being observed. Before doing so, the Union representative shall report to the manager or other authorized Company representative, who shall permit said representative to enter the Company's premises, provided that such right shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations. Right of access as contained in this section shall also be subject to such regulations or restrictions as may be made from time to time by the Customer, provided however, such regulations are not for the purpose of rendering ineffective the intent of this provision.

15.0 Bulletin Boards

15.1 The Company shall provide suitable bulletin boards for the purpose of posting notices of Union meetings, notices of Union elections, notices of Union appointments and results of Union elections and notices of Union recreational affairs.

15.2 The Union shall not be permitted to post any document on such bulletin board or otherwise distribute any document containing any inflammatory, scurrilous or

intemperate language derogatory to the Customer, Company or its employees or in any way reflecting negatively upon the Customer, Company or its employees.

15.3 Notices pertaining to other than regular Union business will be submitted to the Company's Human Resources Manager for approval in advance of posting.

16.0 Security Clearance

16.1 Nothing in this Agreement shall require the Company to employ, or continue to employ or to give access to any of its facilities or work locations to any person or persons to whom the cognizant security agency, in the interests of security against espionage or subversive activity, refused to give access to classified information and/or work.

17.0 Safety and Health

17.1 The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Company shall provide protective devices and other equipment necessary to protect the employees from injury and sickness.

17.2 Refusal of an employee to follow safety rules and regulations or to use available safety devices and requirements where instructed will subject the employee to disciplinary action up to and including discharge. Employees will not be required to perform work that exceeds normal safety standards.

18.0 Medical Plans, Dental Plan, Group Life Insurance Plan, Retirement Plans, Temporary Disability Insurance (TDI), and Workers Compensation

18.1 Medical Plan:

18.1.1 During the term of this Agreement, each employee and the employee's lawful dependents may elect to participate in the group medical plan.



18.1.2 If the current plan ceases to be available, or another plan with equal benefits at lesser cost is available, the Company reserves the right to offer an alternate medical plan to employees. An alternate plan will be mutually agreed upon by the Company and the Union.

18.1.2.1 During the term of this Agreement, the Union and the Company shall discuss alternative medical plans and plan designs of equal or greater benefit which will provide lower costs than the current plan.



18.1.3 Each employee and the employee's lawful dependent(s) may elect to participate in the [REDACTED]

18.1.4 During the term of the Agreement the Employee will contribute on a pretax basis in accordance with the schedule below. Contributions to the medical plan for all parties will be no more than allowed by the Patient Protection and Affordable Care Act (PPACA).

EMPLOYEE MONTHLY CONTRIBUTION:

	1/1/2016	1/1/2017	1/1/2018	1/1/2019
1 Party*				
2 Party				
Family				

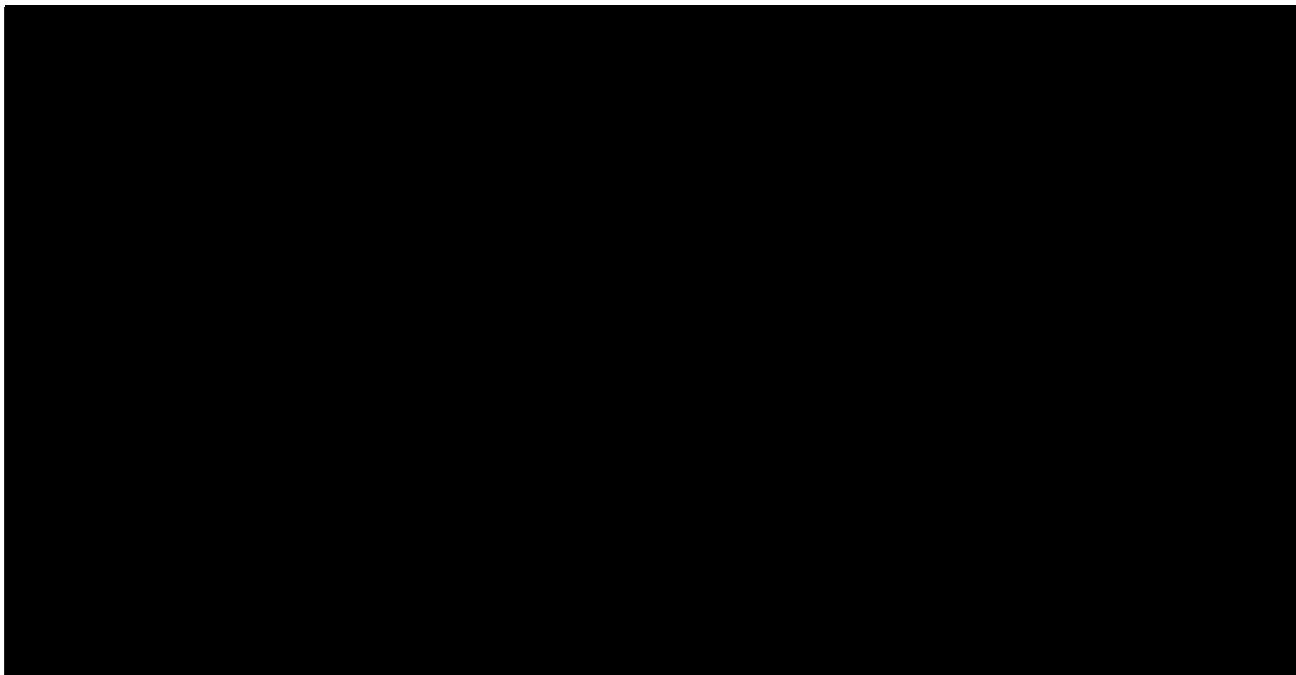
The Company will cover the remainder of the premium cost for all of the above.

18.1.5 The Company will provide each employee with a Summary Plan Description as set forth in the plan booklet.

18.2 Company Life Insurance Plan:

18.2.1 During the term of this Agreement, the Company will pay, on behalf of each employee, the entire monthly premium of its group life insurance plan.

18.3 Retirement Plans:





18.4 Temporary Disability Insurance (TDI):

18.4.1 The Company shall furnish a Temporary Disability Insurance Plan at no cost to the employee. The plan will provide for 75% of the employee's weekly compensation with a three (3) day waiting period.

18.4.2 The Company further agrees to allow the employee to utilize his accumulated Paid Absence Allowance or Vacation to supplement up to one hundred percent (100%) of his/her weekly compensation.

18.5 Worker's Compensation:

18.5.1 The Company will provide Worker's Compensation Plan at no cost to the employee. The plan will provide for 75% of the employee's weekly compensation with a three (3) day waiting period.

18.5.2 The Company further agrees to allow the employee to utilize his accumulated Paid Absence Allowance or Vacation to supplement up to one hundred percent (100%) of his weekly compensation.

19.0 Leaves of Absence

19.1 Application for Leave of Absence:

19.1.1 Leaves of absence will be considered only when applied for in writing on forms provided for that purpose. No leave request is considered granted until approved by the Company.

19.1.1.1 A request for a leave of absence (in lieu of PAA) will not normally be denied subject to heavy operational requirements.

19.1.2 Leaves of absence may be granted under certain circumstances for the following legitimate reasons:

- (a) Medical
- (b) Personal
- (c) Union Business
- (d) Education

Employees accepting other employment while on leave of absence, without written approval, shall be terminated.

19.2 Medical Leave of Absence:

19.2.1 Medical leave of absence shall be granted to an employee who is unable to report to work because of any occupational or non-occupational injury or illness including, but not limited to, pregnancy, childbirth, or related conditions.

19.2.2 An employee's request for a Medical Leave of Absence must be accompanied by a physician's signed statement stating the reasons for the leave and the expected duration of the medical circumstance requiring it.

19.2.3 A Medical Leave of Absence may be granted for up to one calendar year commencing with the first day of absence. Company provided medical, dental, and life insurance shall continue for the duration of the Medical Leave. The one year limit on a Medical Leave of Absence is not intended to preclude payment of any legally mandated Worker's Compensation benefits to any employee.

19.2.4 An employee may integrate accrued Paid Absence Allowance with short term disability benefits.

19.2.5 Employee and Company contributions to the 401K Plan are suspended when an employee is in an unpaid status.

19.3 Personal Leave of Absence:

19.3.1 Personal leave of absence is normally requested to take time off from work without pay for urgent personal reasons and for extension of vacations. A personal leave of absence may be approved for a period not to exceed ninety (90) days. A personal leave of absence shall not constitute a break in service, however, seniority shall be frozen as of the date such leave commences.

19.4 Leave of Absence for Union Activity:

19.4.1 Any member of the Union with at least six (6) months of continuous service credit shall, on written request of the Union be granted a leave of absence for Union activities for one (1) year period. Extensions of one (1) year duration may be requested and shall be granted on written request of the Union prior to the termination of such leave. When the Union activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if application is made therefore, within ten (10) days, thereafter, such Union member will be given re-employment in a similar position, if same still exists, or a comparable position, in

accordance with the employee's seniority privileges, and the applicable wage rate at the time of the employee's return.

19.4.2 On written request from the Union, employees shall be entitled to a leave of absence without pay to attend official regional conventions of the AFL-CIO or international conventions of the Union. The number of employees to be granted such leaves shall be agreed upon between the Company and the local Union.

19.5 Educational Leaves:

19.5.1 Any regular full-time employee who has completed twelve (12) months of continuous service with the Company may request an educational leave of absence. Time off without pay and without loss of seniority not to exceed three hundred (300) days will be granted for educational purposes provided such education is of a definite value to the employee and in a field related to the Company's interests. It is further agreed that seniority shall be frozen as of the time such leave commences.

19.5.2 Any regular full-time employee who has completed twelve (12) months of continuous service with the Company who wishes to leave the employ of the Company for educational purposes when such education requires more than three hundred (300) days, as provided for in paragraph 19.5.1 above, shall be terminated as of the time such employee separates from the Company. However, employees who request re-employment after such extended periods shall be given preferential treatment with respect to any available vacancies for which they may be qualified.

20.0 Jury Duty

20.1 When an employee is necessarily absent from the employee's regular work shift by reason of required jury service, or to report to a court in person in response to a jury duty summons, or to report for jury examination, or to report as a witness in response to any summons issued by a court, the employee shall be granted pay for those hours during which the employee is necessarily absent from the employee's regular work shift, less any fee or other compensation paid to the employee by the court for such service.

20.1.1 When an employee is necessarily absent from his/her regular work shift by reason of job-related court appearances or due to a job related need to assist county police authorities, he/she will be paid at the applicable rate for all hours spent in court, or in support of the police department, and for all associated travel time.

20.2 Any employee temporarily excused from court during the employee's regularly scheduled working hours shall report for work, provided that at least four (4) hours of the employee's regular shift can be worked.

20.3 Pay for such time lost shall be computed at the employee's straight time base rate of pay, plus lead differential, if any, but exclusive of all other premiums. In no event shall payment be made for jury duty performed on the employee's regularly scheduled days off holidays defined herein or for any hours in excess of eight (8) in any regular workday or hours in excess of forty (40) in any workweek.

20.4 Pay for such time lost shall not, for any employee, exceed a total of thirty (30) regular eight (8) hour workdays in any one (1) calendar year, less any fee or other compensation paid the employee by the court for such services.

20.5 To be eligible for payment of jury service pay, an employee must notify the employee's supervisor no later than the completion of the employee's next regular work shift following the receipt of such notice or summons. The fee or compensation received for jury service from the court, exclusive of transportation allowances, shall be deducted from the employees pay check(s) which reflect receipt of jury service pay.

21.0 Military Service

21.1 Full time employees who enter a recognized military service of the United States shall retain their seniority rights as pertains to re-employment and shall be reinstated with the provisions of the Universal Military Training and Service Act and any amendments thereto.

21.2 A full-time employee with Company service of six (6) months or more, who are called for, and who perform active service (annual encampment) in a reserve component of the Armed Forces of the United States, including the National Guard, must present to Human Resources a copy of the employee's military orders or other certification stipulating the period of service to be eligible for differential pay. Such differential is payable for a maximum of two (2) full weeks (80 scheduled working hours), in any calendar year. For the Hawaii Air National Guard only, a maximum of three (3) full weeks (120 scheduled working hours), in any calendar year; however, such differential is payable only for fulfilling annual training obligations, not for the time volunteered beyond the annual obligation. For this purpose military pay is defined as base pay, longevity pay, and special duty pay, but does not include quarters, subsistence and transportation allowances. Differential pay shall be computed on the basis of straight time base rates, plus lead differential, if any, but exclusive of all other premium pay, and exclusive of compensation earned on non-scheduled workdays. Employees shall submit to the Company the detailed statement which accompanied the employee's military pay immediately upon receipt. If the statement is not received by the Company within thirty (30) days upon employees return to work, the full amount of the pay that was received while on Military status shall be deducted from the next pay check(s).

22.0 Bereavement Pay

22.1 In the event of the death of an employee's spouse, legal domestic partner, child, father, mother, sister, brother, father-in-law, mother-in-law, grandmother,

grandfather, grandmother-in-law, grandfather-in-law, or grandchildren the employee may be excused and paid at a straight time rate for three (3) workdays (24 hours) in connection with funeral services.

22.1.1 The company agrees to the use of vacation for the following additional relatives: brother-in-law, sister-in-law, great-grandfather, great-grandmother, great-grandfather-in-law, great-grandmother-in-law, great-grandchildren, aunts, aunts-in-law, uncles, uncles-in-law.

22.2 Should travel be required off the island of Kauai in connection with such death, the employee may be excused and paid for up to four (4) workdays (32 hours) at the employee's straight time rate.

22.3 Should travel be required outside of the State of Hawaii in connection with such death, the employee may be excused and paid for up to five (5) workdays (40 hours) at the employee's straight time rate.

23.0 Holidays

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday
Labor Day	

23.2 Additional holidays may be granted by the Company if an Executive Order is issued and civil service employees are authorized the additional holiday.

23.3 Should any of the above holidays fall on a Saturday or Sunday, the Company may, in accordance with local civil service practices, observe the holiday on the preceding Friday or the following Monday.

23.4 Regular full-time employees are eligible for holiday pay if they perform any work, or if they are in a pay status, excluding the Company's TDI plan, at any time during the work week which the holiday occurs. However, any newly hired employees will only be eligible for a holiday occurring after their date of hire. When an employee is excused from work on a holiday and is eligible for holiday pay, as prescribed above, such holiday pay shall be computed on a basis of eight (8) hours' time the employees straight time rate of pay, including shift premium where applicable.

23.5 Employees required to work on holiday shall receive, in addition to holiday pay as provided above, compensation for all hours worked on such holiday computed at 150% of their straight time rate. Paid holidays not worked shall be considered as time worked for the purpose of computing overtime.

23.6 Whenever the above holidays fall on an employee's off, the holiday shall be observed on the employee's closest workday to the holiday.

23.7 Employees will not be required to work on their floating holiday. However, if, due to unforeseen circumstances, an employee is required to work the floating holiday, the holiday will be rescheduled.

23.8 In recognition of the Navy's usual practice of closing the Pacific Missile Range during the Christmas holiday period, the Company will plan for a period of reduced activity. During this period, in lieu of a temporary layoff, non-essential personnel will be encouraged to utilize Vacation or Paid Absence Allowance. For those work sections where staffing requirements exist, the Company will attempt to distribute work equitably. Work will be provided to all employees who do not have sufficient accumulated Vacation or Paid Absence Allowance.

24.0 Vacations

24.1 All regular full-time employees covered hereby will be eligible to accrue paid vacation hours based on length of continuous service at PMRF. Accrual rates per work week, and maximum unused vacation hours which may be carried over from one calendar year to the next, vary with years of continuous service according to the following schedule:

Length of Service Allowed	Weekly Accrual Rate	Annual Accrual Rate	Carryover
Less than 10 years	1.85 hours	96 hours	176 hours
10 years but less than 15 years	2.62 hours	136 hours	216 hours
15 years but less than 20 years	3.38 hours	176 hours	256 hours
20 years or more	3.38 hours	176 hours	316 hours

24.2 Each employee will be allowed to accrue vacation hours up to the maximum hours as presented in the table in Paragraph 24.1 above. All accrued, unused vacation hours in excess of the maximum amount shown must be used before December 31, of the current calendar year or those hours in excess of the maximum amount will be lost. Employees may elect to cash out vacation hours in accordance with Company policy.

24.3 For purposes of accruing vacation, an eligible workweek shall be defined as a workweek during which an employee works no less than one (1) full workday or is on vacation or other paid leave.

24.4 Vacation pay shall be computed at the employee's straight time base rate at the time of vacation and shall be limited to those hours the employee has earned on the day of eligibility for such vacation.

24.5 Vacation benefits of no less than one (1) hour will be permitted provided, however, vacation requests of one (1) full day (8 hours) or more must be submitted by employees to their immediate supervisor up to one (1) year in advance but in no less than five (5) calendar days prior to departure date. Exceptions to the five (5) day advance request rule may be granted at the discretion of the supervisor. Vacations will be granted, insofar as practicable, as requested by eligible employees. Employees will be notified of vacation approval or denial, in writing, within two (2) working days after receipt of the request by the immediate supervisor. It is recognized that employees may experience an emergency, and these cases will be resolved on an individual basis. When conflicts in requested vacation periods arise, the employee having the greater seniority shall be given preference, with due consideration given to the timeliness of conflicting requests. If the supervisor does not approve or deny the request within two (2) working days after receipt of the request, the request will be automatically approved, provided that the employee has accrued vacation available for use.

24.6 It is understood and agree that final approval of vacation requests rests exclusively with the Company to assure orderly operations.

24.7 When a holiday, as defined in the Agreement falls within an employee's vacation period, such holiday hours shall not be charged as vacation hours.

24.8 Employees who are eligible for vacation and who terminate employment, will receive pay for accrued vacation hours in lieu of vacation.

24.8.1 Unused vacation hours will be paid for regardless of the nature of the termination.

24.9 Paid vacation shall be considered as time worked for purposes of computing overtime.

24.10 Under no circumstances will an employee receive paid vacation time in excess of the unused balance at the end of the payroll period immediately preceding the vacation.

24.11 Vacation may only be scheduled on the employee's regularly scheduled workdays and for only the amount of hours regularly scheduled on that day.

24.12 Employees covered hereby shall be paid vacation pay in advance provided such advance pay is requested in writing no less than two (2) weeks prior to the vacation, except that pay for vacation of less than one (1) full workweek may not be requested in advance.

24.13 The Company agrees that no employee will suffer any loss of vacation accrual due to the change in the Vacation Policy, as reflected in this Agreement.

24.14 Vacation hours can be donated by a bargaining unit employee to another bargaining unit employee who has depleted his/her accrued vacation and personal absence allowance leave (including all carry over balances) who is out of work due to medical reasons or who is on an approved leave to care for a member of their immediate family.

24.15 Any employee whose vacation is interrupted will be paid at double time for hours worked on day of recall. On subsequent days of work, rate of pay will return to applicable rate(s) of pay. Employee will recover all hours of vacation not used because of a recall.

24.16 Employees who are eligible for vacation and who terminate employment, will receive pay for accrued vacation hours in lieu of vacation.

25.0 Paid Absence Allowance (PAA)

25.1 All employees covered hereby will be eligible to accrue PAA hours based on length of continuous service at PMRF. Accrual rates per workweek, and the maximum unused PAA hours which may be carried over from one calendar year to the next vary with years of continuous service according to the following schedule.

Length of Service Allowed	Weekly Accrual Rate	Annual Accrual Rate	Maximum Carryover Allowed
Less than 3 year	1.54 hours	80 hours	208 hours
3 years or more	1.85 hours	96 hours	208 hours

25.2 Employees will not be eligible to take any PAA until completion of three (3) months from their dates of hire.

25.3 In order to meet operational schedules, employees shall submit PAA requests to their approving supervisor at least five (5) calendar days prior to the planned absence. Requests for PAA will not be unreasonably denied by management. Requests for PAA may only be denied for operational requirements. Supervisors must act on the request within two (2) working days of receipt; otherwise, the request is considered approved. It is recognized that unscheduled events or emergencies may arise within the five (5) day window, which will be treated as exceptions to the five (5) day request requirement. Any abuse or false representation of this exceptional provision may subject the employee to review or disciplinary action.

25.3.1 When an employee requests vacation and it is denied, and the employee then calls in with PAA for the same day, this PAA use will be subject to review. Similarly, frequent last minute PAA calls on weekends or holidays will be considered suspect. The intent is to preclude personnel from routinely calling in just hours or minutes before work to indicate that they will be taking PAA, which causes supervisors to hold current shift personnel over in an overtime status until such time that another available employee can be contacted and brought in.

25.4 Requests for paid absence allowance in amounts less than one (1) hour are not valid.

25.5 All accrued, unused PAA hours in excess of the maximum amount shown must be used before December 31, of the current calendar year or those hours in excess of the maximum amount will be lost. Employees may elect to cash out PAA hours in accordance with Company policy.

25.6 Unused accrued PAA hours will be paid to terminating employees regardless of the nature of the termination.

25.7 Any employee whose PAA is interrupted will be paid at double time for hours worked on day of recall. On subsequent days of work rate of pay will return to applicable rate(s) of pay. Employee will recover all hours of PAA not used because of a recall.

26.0 Hours of Work and Overtime

26.1 No provision of this Agreement shall be construed as a guarantee of any specified number of hours of work either per day or per week; however, it is the intent of the Company that an employee's workweek consist of five (5) eight (8) hour workdays and two (2) consecutive days off.

26.2 It is understood and agreed that the Company reserves the right to require employees covered herein to perform overtime in accordance with the provisions of this Agreement. When such overtime is required, employees involved shall be given as much advance notice thereof as is reasonably practicable.

26.2.1 When an assignment scheduled to start between the hours of 2400 and 0600 is canceled, all employees assigned will be notified as early as practicable but, in no case, shall such notification be given less than three (3) hours prior to the beginning of the shift and no later than 2400 hours. If such notification is not received prior to 2400 hours, the employee will report to work as scheduled.

26.3 Definitions:

26.3.1 The established workweek for all employees shall be seven (7) consecutive days beginning Monday 0001 and ending the following Sunday at 2400 hours.

26.3.2 A workday is a period of twenty-four (24) consecutive hours beginning at the start of the employee's shift and ending twenty-four (24) consecutive hours later.

26.3.3 An employee's workweek normally consists of five (5) eight (8) hour consecutive days and two (2) consecutive days off; however, the two (2) days off may fall into different established workweeks.

26.3.4 The first and second scheduled days off consisting of twenty-four (24) hours each in an employee's workweek are counted as the sixth (6th) and seventh (7th) days of the week for overtime purposes.

26.3.5 Nothing in the above will be interpreted to allow an employee to work ten (10) consecutive days without being paid at the overtime or double time rate.

26.4 Hours of Work:

26.4.1 The normal workday consists of eight (8) consecutive hours, five (5) consecutive days, inclusive of a lunch period. The normal workday starts between the hours of:

First shift	2100 – 0300
Second shift	0400 – 1000
Third shift	1200 – 1800

It is agreed that, should operational requirements demand, the normal workday start time may be changed to conform to Customer requirements.

26.4.2 Employees assigned to regularly scheduled hours other than the normal workday are considered shift employees. Shift employees are scheduled shifts of eight (8) consecutive hours, five (5) consecutive days, with two (2) consecutive days off. The Company shall continue its present practice relative to lunch periods for shift employees. Employees scheduled on a rotating shift are considered shift employees for all hours worked.

26.5 Work Schedule:

26.5.1 An employee's normal work schedule is his/her five (5) scheduled workdays within his/her established workweek, such schedule to be posted by the Company.

26.5.2 Employees shall be given a minimum of seventy-two (72) hours written notice in advance of a change in their normal work schedules. An employee who has not received such seventy-two (72) hour notice shall be paid time and one-half for the first eight (8) hours worked of such change.

For the purposes of operational planning and to enable an employee to arrange for his/her schedule of personal affairs as firmly as is possible under existing operational conditions, the Company will not change an employee's normally established eight (8) hours work shift for a period of less than seven (7) consecutive calendar days. This will allow the employee to know firmly his/her new normal workweek schedule.

26.6 Irregular Hours:

26.6.1 Any employee who is required to report to work before or after the start of the employee's normal workday or normal weekly work schedule shall be paid an irregular hours premium for those hours worked outside the employee's regular shift of normal weekly schedule. The premium will be 50% of the employee's basic hourly rate. This premium is paid only during those hours which are outside (either before or after) the employee's regular shift hours.

26.6.2 An extended support premium will be paid for all hours worked:

- (1) in excess of twelve (12) consecutive hours continuing through the end of the work assignment, or,
- (2) in excess of ten (10) consecutive hours, if all 10 hours are worked on the first day off, continuing through the end of the work assignment.

This premium will be 50% of the employee's basic hourly rate.

26.7 Overtime Computation:

26.7.1 Time and One-Half: Overtime at the rate of one and one-half (1 1/2) times the effective hourly rate of pay shall be paid for all hours worked in excess of eight (8) in a workday or forty (40) hours worked (five days at eight hours each) in the workweek.

26.7.1.1 The intent of the premium regarding hours worked in excess of eight (8) in a workday is to compensate an employee one-and-one-half times his/her base hourly rate whenever he/she works continuously for a period of more than eight (8) hours. No other provision(s) in this Agreement shall in any way be interpreted to invalidate this intent.

26.7.2 Double Time: Overtime at the rate of two (2) times effective hourly rate of pay shall be paid for all hours worked on the seventh (7th) workday, or second (2nd) day off in any workweek.

26.7.3 Employees who receive shift premium and proceed to an overtime status shall carry the shift premium for purposes of computing such overtime.

26.7.4 All absences with pay in an employee's work shift shall be considered as time worked for purposes of computing overtime.

26.7.5 Pyramiding of Overtime: No employee shall receive more than one (1) overtime rate for the same hours worked and if more than one (1) rate is applicable to the same hours worked, the higher rate only shall be paid.

26.7 Assignment of Overtime Work:

26.8.1 When overtime is required in a given section, it will be the policy and intent of the Company to offer opportunities to those qualified employees performing the same work on the same shift who desire to work overtime. However, in the event no qualified employees desires to work overtime, it shall be the prerogative of the Company to require employees performing similar work to work overtime.

26.9 Minimum Reporting Time:

26.9.1 Employees required to report for work and who do so at the specified time shall receive a minimum of four (4) hours work, or if four (4) hours work is not furnished, a minimum of four (4) hours pay at the applicable rate, unless such employee quits, voluntarily lays off or is suspended or discharged prior to the completion of such four (4) hour period.

26.10 Call Back Pay:

26.10.1 When an employee is called back to work after completing their regular shift or normal workday and leaves the Company premises, they shall be guaranteed a minimum of four (4) hours at the applicable rate.

26.10.2 Once an employee is on scheduled time off for vacation or paid absence allowance, he/she will not be called back for a work assignment.

26.11 Shift Employee

26.11.1 Shift employees are employees assigned to regularly scheduled hours as defined below:

- (a) Any work shift with a starting time of 1900 hours or later and before



0659 hours shall be defined as a night shift. Any work shift with a starting time of 0831 hours or later and before 1859 hours shall be defined as an evening shift.

26.11.2 An employee shall receive a shift differential applicable to the shift to which he/she is regularly assigned for all work performed while so assigned.

26.11.3 The applicable shift premium will be paid on all hours worked, as well as on hours paid, but not worked.

26.11.4 The applicable shift premiums are as follows:

26.11.4.1 : per hour for the evening shift as defined in 26.11.1(a) above, and : per hour for night shift, as defined in 26.11.1(a) above.

26.11.5 Employees covered by 26.11.1 (a) above, who rotate on shifts, shall receive for all shifts worked, per hour shift premium.

26.11.6 The Company shall continue its present practice of allowing shift employees to consume their meals during their normal scheduled shifts.

26.12 Turnabout:

26.12.1 When an employee is required to report for a work assignment, without being given at least eight (8) hours break from their previous work period, the employee will be entitled to a premium payment of 100% of their basic hourly rate in accordance with the below schedule. Such un-worked but paid for hours shall not be used as time worked for the purpose of computing overtime.

<u>Break Time</u>	<u>Premium</u>	<u>Break Time</u>	<u>Premium</u>	<u>Break Time</u>	<u>Premium</u>
7.6 to 7.9	8.0	5.1 to 5.5	5.5	2.6 to 3.0	3.0
7.1 to 7.5	7.5	4.6 to 5.0	5.0	2.1 to 2.5	2.5
6.6 to 7.0	7.0	4.1 to 4.5	4.5	1.6 to 2.0	2.0
6.1 to 6.5	6.5	3.6 to 4.0	4.0	1.1 to 1.5	1.5
5.6 to 6.0	6.0	3.1 to 3.5	3.5	.6 to 1.0	1.0
				.1 to .5	.5

26.12.2 It is agreed that the Company will not purposely change an employee's starting work schedule to avoid payment of this premium. If an employee's shift scheduled starting time is changed and a loss of this premium payment results, the employee will be paid as outline above.

26.13 Remote Site Differential:

26.13.1 Employees assigned to Makaha Ridge, Kokee Park, Mauna Kapu, Maui Comm Site, Mount Kaala, Niihau, Pohakuloa Training Area (PTA) or remote EW sites will

be paid a remote site differential at the rate of fifty (50) cents per hour over their base rates, which shall apply only for hours worked on site. This differential shall apply in the same manner to hours worked in support of special Base Operations by employees assigned to security posts on remote shoreline areas located: (a) in the vicinity of Princeville; (b) adjacent to the Lihue Airport.

26.14 Off-Duty Telephone Calls

26.14.1 It will be the policy of the Company to contact bargaining unit employees at home only when such employees are being called to either report to work or for legitimate business reasons (e.g. emergency, payroll errors, time card corrections, benefits issues, return an employee's call, etc.). Employees will not be called at home for any other reason.

26.15 Travel

26.15.1 An employee directed to perform a work assignment out of state or off island will be paid his/her applicable rate starting upon arrival at the departure airport/facility and ending upon arrival at their place of lodging in conjunction with his/her final destination.

26.15.2 The employee will be compensated at his/her applicable rate for time spent waiting to depart when flights are unavailable and/or delayed. If an airline or Company required flight is changed (e.g., unavailable, delayed or cancelled) and such change requires an overnight stay, the employee will be compensated at his/her applicable rate until the time at which the employee arrives at the place of lodging or other non-work location after leaving the airport. Compensated time will start again when the employee arrives at the airport the next day, but no more than 2 hours prior to the departure time of the flight.

26.15.3 An employee directed to perform an out of state or off island work assignment will be paid his/her applicable rate starting from departure from the lodging facility and ending upon return to the lodging facility at the end of the daily work assignment. All hours used to travel directly to the work assignment and directly from the work assignment shall be considered as hours worked and be paid at the employee's applicable rate.

26.15.4 The daily per diem when employees have to travel to off island locations (within the Hawaiian Islands and outside the State) will be as specified in the Joint Travel Regulations (JTR).

26.15.5 If an employee, while performing a work assignment out of state or off island voluntarily deviates from a company provided itinerary, compensation at his/her rate will end upon departure from the work assignment or lodging facility.

27.0 Wages

27.1 Administration:

27.1.1 Absences of thirty (30) calendar days or more for which no pay is granted shall not be counted in accumulating service for progression.

27.1.2 All automatic progression adjustments shall be effective on the first day of the pay week following an employee's date of eligibility. If the eligibility date falls on the first day of the pay week, it will be granted on that day.

27.2 Wage Rate Schedule:

27.2.1 Basic hourly wage rates for each wage grade are specified in the Wage Rate Schedule. This schedule contains four (4) sets of rates effective the first pay period of October of each year.

27.2.2 All lead persons (LP) including Captain and Lieutenant or Sergeant (shift leader) shall receive a differential of _____ per hour over the rate of the highest paid employee they either lead or service, or over their base hourly rate, whichever is greater.



27.2.2.1 The full time lead differential will be paid on all hours worked, as well as on hours paid, but not worked. If a temporary lead is assigned by the Company, he/she will be paid the lead differential only on hours worked as a lead.

27.3 Automatic Progression Procedure:

27.3.1 An employee classified as a B-1 Security Officer, Step 1 (less than three [3] years of continuous service as a B-1 Security Officer), shall progress to the rate of B-1 Security Officer Step 2 after completing thirty-six (36) months of continuous service at the Step 1 level.

27.3.2 An employee classified as a B-1 Security Officer, Step 2 (at least three [3] years of continuous service, but less than five [5] years of continuous service, as a B-1 Security officer), shall progress to the rate of B-1 Security Officer, Step 3 after completing sixty (60) months of continuous service as a B-1 Security Officer.



WAGE RATE SCHEDULE

Classification	10/1/2015	10/1/2016	10/1/2017	10/1/2018
B-1 Security Officer (Step 1)				
B-1 Security Officer (Step 2)				
B-1 Security Officer (Step 3)				
B-2 Sergeant				
B-3 Lieutenant				
B-4 Captain				

28.0 Category III Employee

28.1 Category III employees are temporary employees hired for the following reasons:

- (a) Replace a full-time employee who is absent for a prolonged period due to vacation, medical disability, jury duty, military, or personal leave or,
- (b) Provide short term support as a supplemental work force, during those peak periods of unusually heavy support requirements.
- (c) An employee who is hired on a call-in basis. Such a person is utilized to replace a regular full-time employee on a short-term basis (i.e., one or two days) due to vacation, illness, jury duty, etc. Such a person is not assigned to a regular scheduled work shift; he/she assumes the work shift, of the person being replaced.
- (d) To cover regularly scheduled days off for full-time employees.

28.2 To preclude abuse, it is expressly understood that the language under 28.1 and 28.5 is to protect regular full-time employees in their day to day job, and not intended to allow the company to reduce the workforce and replace said workforce with Category III employees. (i.e. RIFing full-time employees and replacing with Category IIIs, or rehiring the RIFed employees as Category IIIs).

28.3 Category III employees will be exempt from the following provisions of this Agreement:

- 7.0 Employee Categories & Seniority Status
- 18.0 Medical Plan, Dental Plan, Group Life Insurance, Retirement Plans, and Temporary Disability Insurance and Workers Compensation, excluding Articles 18.4 Temporary Disability Insurance (TDI) and 18.5 Workers Compensation (WC) Benefit
- 19.0 Leaves of Absence
- 20.0 Jury Duty
- 21.0 Military Service
- 22.0 Bereavement Pay
- 23.0 Holidays
- 24.0 Vacation
- 25.0 Paid Absence Allowance
- 26.0 Hours of Work - excluding overtime
- 32.0 Severance Pay

28.3.1 Category III employees who work an annual average of 30 or more hours a week, in a consecutive 12 month period, or other measurement period as determined by the Company, will be eligible for coverage under the medical plan provided under this Agreement. Coverage will start in the month following the Company's verification of eligibility. The Category III employee will be offered medical insurance for the following 12 month period or other measurement period as noted above.

28.4 Category III employees will be paid an additional 25% of the base hourly rate for each wage grade as specified in the Wage Rate Schedule which will satisfy the benefit requirements under the SCA. The fringe benefits listed in paragraph 28.3 will not be paid, however, the Company will provide no less than what is statutorily required under Hawaii Temporary Disability Insurance and Workers Compensation and/or Federal benefit laws. Should a Category III employee elect benefits under 28.3.1, he/she shall receive only 10% of their base hourly rate in lieu of the remaining benefits.

28.5 The utilization of temporary employees will be closely monitored. The Company and the Union will maintain open dialogue concerning the proper employment of temporary employees, ensuring that their utilization is not adversely affecting normal work opportunities of regular full-time employees doing work well-defined under the statement of work.

The use of temporary employees is beneficial to both the regular full-time employee and the Company. It permits the Company the flexibility of allowing regular full-time employees to be absent from work while still providing necessary services to the Navy.

28.6 It is further understood the Company will provide the Union a biweekly accounting of any Category IIIs employed during the reporting period, by name, assigned section, and total number of hours worked, including overtime.



29.0 Makaha Ridge/Kokee Transportation Allowance

29.1 Employees who drive their own vehicles and are required to report to work at Makaha Ridge and/or Kokee and do so, providing their own transportation, will receive a transportation allowance of _____ per day worked.

30.0 Advisory Committee

30.1 The Union and the Company agree to establish an advisory committee (2 Union Members; 2 Company Members) to meet monthly for the purpose of discussing work related problem areas, exchange of ideas, information sharing, etc. The Advisory Committee will be scheduled to meet prior to the monthly Union Stewards Meeting.

The Advisory Committee will report its meeting minutes to the Union Stewards and the Program Manager.

31.0 Severance Pay

31.1 Regular full-time employees are eligible for severance pay in accordance with the following schedule.

<u>Years of Continuous PMRF Service</u>	<u>Hours of Service</u>
0-1	80 Hours
1-2	120 Hours
2-3	160 Hours
3-4	200 Hours
4-5	240 Hours
5-6	280 Hours
6-7	320 Hours
7-8	360 Hours
9-10	400 Hours
11	440 Hours
12	460 Hours
13	480 Hours
14	500 Hours
15	520 Hours
16	540 Hours
17	560 Hours
18	580 Hours
19 and over	600 Hours

31.2 Severance pay shall be paid only in instances where an employee has been involuntarily laid off because of lack of work or termination of the Company's contract with the United States Navy.

31.3 Employees who are offered full-time employment and/or hired full-time by a successor contractor shall not be eligible for severance pay. Employees shall not be eligible for severance pay when lack of work RIF is due to fire, flood, explosion, bombing, earthquake, or Act of God, causing damage to the work location, or from strikes or work stoppages resulting in the inability to maintain normal operations.

31.4 An employee who refuses to exercise his rights of displacement under the seniority article of the labor agreement shall not be eligible for severance pay. An employee who volunteers for a layoff so another employee can retain employment shall receive severance pay.

31.5 An employee who has been given severance pay at the time of his/her lay off and who is rehired in less than the number of weeks covered by severance pay, will have the amount of overpayment deducted from his/her subsequent earnings.

31.6 Any employee receiving severance pay will be paid at the highest classification rate that employee filled on a regular basis at PMRF during the past 12 months of employment, exclusive of Davis Bacon.

32.0 Meal Allowance

32.1 An employee who has worked a minimum of two (2) hours past the end of the employee's scheduled work period shall receive a meal allowance of twelve dollars (\$12.00). An additional twelve dollars (\$12.00) meal allowance will be paid at the seventh (7th) hour worked by an employee after their scheduled work period, and each five (5) hour period of continuous work thereafter. Refrigerators and microwave ovens are provided in each of the areas that normally incur overtime. Employees are responsible for the cleanliness of the dining areas and will assure that these areas are maintained in accordance with applicable health standards.

33.0 Successor Clause

33.1 The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers and all of the terms and obligations herein contained shall not be affected or changed in any respect for the consolidation, merger, sales, transfer or assignment of the Company of any or all of its property or affected or changed in any respect by any change in the legal status, ownership or management of the Company.

33.2 To ensure a smooth and harmonious transition, any successor Company will be bound to hire, consistent with contract, Company, and government requirements, the existing workforce covered by this agreement. Those hired will be placed in their current classifications whenever possible. The Company shall be held harmless and have no liability as to any portion of this clause either to the Union or to individuals, due to nonconformance with this clause by any successor, assign, or purchaser.

34.0 Company Provided Clothing, Foot Gear, and Laundry Service

34.1 Security Department, employees will be provided with uniforms and equipment as required by the Statement of Work.

34.2 Weekly laundry service will be provided for Company-provided clothing in accordance with Company procedure.

35.0 Security Training

35.1 When Security Department employee shifts are changed for purposes of training, the Company will make every attempt to assure that the employees are provided time-off between shift changes. However, when such shift changes result in the employee working more than five consecutive days, such employee will be paid in accordance with this Agreement.

35.2 The Company will ensure that employees do not suffer a diminution of work opportunity as a result of training.

35.3 All security training will be conducted in accordance with current customer regulations and requirements.

36.0 Manning

36.1 The Company agrees to staff security posts in accordance with U.S. Navy requirements.

36.2 Nawiliwili

36.2.1 When Security is to be provided at Nawiliwili in conjunction with hazardous sea and weather conditions, no less than two security officers shall be used to fulfill the assignment.

37.0 Special Duty Premium

37.1 Security department employees who perform work in connection with domestic disputes, Threatcon D, ordnance security, natural disasters, or on-base fights/brawls shall receive a special duty premium equal to fifty (50) percent of their base hourly rate for all hours so worked. Ordinance security is defined as when a security officer is engaged in moving or loading a launcher when a risk of detonation is present or when performing escort duty when a risk of detonation is present.

37.2 The Special Duty Premium as contained herein shall also apply to those officers in the ground hazard area clearance duty who are involved in physical confrontation coincidental to the security reports and communication logs.



38.0 Drug Free Workplace

In compliance with federal and contractual requirements the Company will implement a Drug Free Workplace Policy agreed to by the Union.

39.0 Duration

39.1 The terms and conditions of this Agreement shall be effective October 1, 2015 and continue in effect until and including September 30, 2019 and shall continue in effect from year to year thereafter unless changed or terminated as follows:

39.1.1 One hundred eighty (180) days prior to September 30, 2019, or September 30th of any subsequent year, and not more than one hundred ninety-five (195) days prior to the expiration date of the Agreement or any yearly extended term, either party may notify the other party of a desire to meet in conference and this notification shall specify in writing the proposed amendments or modifications. Within thirty (30) days following such notice, the parties shall meet for the purposes of negotiating the terms and conditions of a new Agreement or the termination of the existing Agreement. It is the intent of the Company and the Union to complete negotiation of the new Agreement 90 days prior to the end of this Agreement.

39.2 If, because of failure to agree, this Agreement is not changed by a written Agreement, entered into by the Company and the Union, by September 30, 2019, then this Agreement and all provisions thereof are terminated.

39.3 Any notice to the Union or to the Company required or permitted to be given under this Agreement shall be deemed to have been properly given if it shall have been mailed by registered mail, return receipt requested, addressed to the party to which such notice is required or permitted to be given as follows:

In case of notices to the Company:

[REDACTED]
a wholly owned subsidiary of [REDACTED]
[REDACTED]

In case of notices to the Union:

[REDACTED]



IN WITNESS WHEREOF, the Parties hereto through their duly authorized represented have executed this Agreement on the 1st day of October 2015.

[REDACTED], a wholly owned
Subsidiary of [REDACTED]
PMRF Contract

[REDACTED]
Manager, Employee/Labor Relations

[REDACTED]
Business Manager-Financial Secretary



EXHIBIT A
AUTHORIZATION OF DEDUCTION OF UNION MEMBERSHIP DUES

TO: _____
Company

I hereby assign to _____, and authorize the Company to take out of my wages the prescribed dollar amount per pay period for initiation fee, dues, assessments, and pension and insurance premiums as certified to you in writing by the Union, and I direct you to pay over to the Union each period the amount so deducted.

This authorization shall become effective upon the date set forth below and cannot be cancelled for a period of one year from this date or until the termination of the existing collective bargaining agreement between the Company and the Union, whichever occurs sooner.

I agree and direct that this authorization shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement between the Company and the Union, whichever shall be shorter unless:

- (1) I cancel this authorization by written notice to the Company within ten days after the expiration of any such one year period; or
- (2) In case of the expiration of any applicable collective bargaining agreement between the Company and the Union during any such one year period, I cancel this authorization by written notice to the Company at any time during the period following the expiration of the applicable collective bargaining agreement and ten days after the effective date of any new agreement.

This authorization shall be suspended during any period to which there is no collective bargaining agreement in effect between the Company and the Union. This authorization shall end if my employment with the Company ends or when the collective bargaining agreement referred to above no longer covers my employment. This authorization is made pursuant to the provisions of Section 302(c) of the Labor-Management Relations Act of 1947. All previous Assignments of Wages executed by me are hereby cancelled and superseded by this authorization.

INITIAL ***To enable timely union representation and/or administration of the collective bargaining agreement, I authorize the company to provide both my work and personal contact information to the Union, upon request, or, on an annual basis.***

Print Name _____ Address _____

Mailing Address: _____ City, State, Zip Code: _____

Work Phone: _____ Cell Phone: _____ Home Phone: _____

Work Email: _____ Personal Email: _____

Employee Signature **Date**

EXHIBT B
ASSIGNMENT OF WAGES FOR UNION'S NEGOTIATIONS
AND ADMINISTRATION OF CONTRACT



TO: _____
Company

I hereby assign to _____, out of my wages for the Union's Negotiations and Administration of the collective bargaining agreement on my behalf, a service fee in the same amount equal to Union dues, as certified to you in writing by the Union, and I authorize the payment to the Union each period the amount so deducted.

This authorization shall become effective on the date set forth below.

This authorization shall be suspended during any period in which there is no collective bargaining agreement in effect between the Company and the Union. This authorization shall end if my employment with the Company ends, or when I cease to be employed in a capacity represented by the bargaining unit.

INITIAL *To enable timely union representation and/or administration of the collective bargaining agreement, I authorize the company to provide both my work and personal contact information to the Union, upon request, or, on an annual basis.*

Print Name _____ Address _____

Mailing Address: _____ City, State, Zip Code: _____

Work Phone: _____ Cell Phone: _____ Home Phone: _____

Work Email: _____ Personal Email: _____

Employee Signature **Date**